

**EXHIBIT D
RESTRICTIVE COVENANT
(LOWER YARD)**

SEATTLE ART MUSEUM (SAM).

Former UNOCAL Seattle Marketing Terminal
Seattle, Washington

This declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440, by SAM, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

Legal Description:

Seattle Art Museum, King Co. Consent Decree No.:

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RESTRICTIVE COVENANT
(LOWER YARD)

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Former UNOCAL Seattle Marketing Terminal
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This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by SAM, its successors and assigns including future owners (collectively hereafter “Owner”), and the State of Washington Department of Ecology, its successors and assigns (hereafter “Ecology”).

A remedial action occurred at the property that is the subject of this Restrictive Covenant. The remedial action conducted at the property is described in the following documents which are on file at Ecology’s Northwest Regional Office:

1. Final Cleanup Report, Remedial Excavation Monitoring, Lower Yard, Unocal Former SMT, Vols. I and II by GeoEngineers, September 23, 1998.
2. Summary of Residual Petroleum in Soil, Lower Yard, December 22, 1998 by GeoEngineers.
3. Site Remediation Progress Reports 1 through 66 (1988 –1999) by GeoEngineers.
4. Focused Supplemental Site Characterization Report, Prepared for The Trust for Public Land, Former Unocal Property, Seattle, WA By HART CROWSER, Project No. J-7018, September 30, 1999.
5. Supplemental Focused Feasibility Study Report, Prepared for The Trust for Public Land, Former Unocal Property, Seattle, WA By HART CROWSER, Project No. J-7018, September 30, 1999.

This Restrictive Covenant is required because the remedial action resulted in residual concentrations of TPH which exceed the Model Toxics Control Act (MTCA) Method A or B Cleanup Levels for inaccessible soil at the northern part of the eastern side of the Lower Yard abutting Elliott Avenue and at the northern side of the Lower Yard abutting Bay Street at depths of about 13 to 26 feet below ground surface (Figure A). Under the final cleanup action plan contaminated soils are contained under a cap. Groundwater in the northwestern corner of the Lower Yard exceeds Method A cleanup levels for TPH established under WAC 173-340-730.

There is ongoing monitoring and free product removal of free product, if any, from monitoring wells.

The undersigned, SAM, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as follows: *(insert legal description)*.

SAM, makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. Any activity on the Property that may result in the release or exposure to the environment of the residual TPH contaminated soil that was contained as part of the remedial action, or create a new exposure pathway is prohibited without prior written approval from Ecology. Some examples of activities that are prohibited in the capped area include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the remedial action and continued protection of human health and the environment is prohibited.

Section 3. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation and maintenance of the remedial action. The Owner conveying any interest in the property shall notify Ecology of the name, mailing address and telephone number of the person or persons who acquired the title, easement, lease, or other interest in the Property within fifteen (15) days of the transaction.

Section 4. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the remedial action, to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the remedial action.

Section 8. No groundwater may be taken for any use from the Property that is inconsistent with the remedial action implementation.

[DATE SIGNED]

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IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Print Name: _____
Notary Public in and for the State of Washington,
Residing at _____
My commission expires: _____